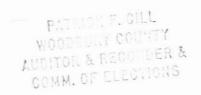
Market: MNP

Cell Site Number: DESMIAU1753

Cell Site Name: WEST HIGH-LLW-IASC-Sioux City

Fixed Asset Number: 13169467



THIRD AMENDMENT TO SITE LEASE AGREEMENT

It is agreed between the Woodbury County Board of Supervisors, c/o Starcomm Public Safety Board, the City of Sioux City, Iowa ("Lessors") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("Lessee") as follows:

WHEREAS, Lessors and Lessee (or their respective predecessors-in-interest) entered into a Site Lease Agreement between the parties signed on or about September 5, 2006 and went into effect on September 29, 2006 when the building permit was issued, with respect to a cell tower located at 3430 W. 23rd St, Sioux City, Iowa (the "Agreement");

WHEREAS, the parties amended the Agreement on March 4, 2008 ("First Amendment");

WHEREAS, Long Lines Communications, LLC a Delaware limited liability company, Long Lines Wireless, LLC, a Delaware limited liability company, Long Lines, LLC, a Delaware limited liability company, LL License Holdings, LLC, a Delaware limited liability company, LL License Holdings II, LLC, a Delaware limited liability company, Advanced Network Communications, L.L.C., an lowa limited liability company (each an "Assignor" and, collectively, the "Assignors"), and LL Acquisition Company, LLC, a Delaware limited liability company ("Assignee") entered into an Global Contribution, Bill Of Sale, Assignment, and Assumption Agreement dated December 20, 2013;

WHEREAS, LL Acquisition Company, LLC a Delaware limited liability company merged with and into New Cingular Wireless PCS, LLC a Delaware limited liability company on February 28, 2014.

WHEREAS, the parties amended the Site Lease Agreement on October 27, 2014 ("Second Amendment");

WHEREAS, Lessors and Lessee desire to amend the Agreement to modify the notice section thereof;

WHEREAS, Lessors and Lessee desire to amend the Agreement to permit Lessee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Lessors and Lessee, in their mutual interest, wish to amend the Agreement for a third time as set forth below accordingly ("Third Amendment").

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessors and Lessee agree as follows:

Market: MNP

Cell Site Number: DESMIAU1753

Cell Site Name: WEST HIGH-LLW-IASC-Sioux City

Fixed Asset Number: 13169467

- 1. Exhibit A- Long Lines Wireless LLC Site Plan Sketch is amended by removing it and replacing it with a new LL Acquisition Company, LLC Site Plan, attached herein as Exhibit A-3. It is understood that as a result of this amendment, the Site Plan indicates the new updated engineering, antenna's, mounts shelters and other hardware at this location.
- 2. Exhibit C- is omitted as it is covered in Exhibit A-3.
- Exhibit D- is omitted as it is covered in Exhibit A -3.
- 4. Section 7 of the Agreement is hereby deleted in its entirety and replaced with the following: --

Renewal Term Rent Lessee shall pay Woodbury County, lowa, administrator of funds of Starcomm Public Safety Board, "Rent," for each month of the Five (5) years for Renewal Terms as listed below in this paragraph. Each monthly Rent payment shall be due to Woodbury County, lowa on or before the first day of each month. In addition, Lessee shall be responsible for all utility service payments with the exception of telephone service used exclusively by Lessors.

- a. First Renewal Term (years 6 through 10) Rent shall be increased by 10% of the highest amount paid during the initial term.
- b. Second Renewal Term (years 11 through 15) Rent shall be increased by 10% of the highest amount paid during the First Renewal Term. On March 1, 2018, Rent shall be increased by Four Hundred Seventy-Five and 00/100 Dollars (\$475.00) a month, bringing the total monthly rent to Two Thousand Nine Hundred and Seventy-Seven Dollars and 50/100 (\$2,977.50) for the remainder of the Second Renewal Term. It is understood by the Parties that this increase in monthly rent is in consideration for allowing Lessee to update their equipment on the tower and the use of the empty Communications Shelter as identified in Exhibit A.
- c. Third Renewal Term (years 16 through 20) Rent shall be increased by 10% of the highest amount paid during the Second Renewal Term.
- d. Fourth Renewal Term (years 21 through 25) Rent shall be increased by 10% of the highest amount paid during the Third Renewal Term.
- 5. Notices. Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Lessee:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

Re: Cell Site #: DESMIAU1753

Cell Site Name: WEST HIGH-LLW-IASC - Sioux City

FA No: 13169467

Market: MNP

Cell Site Number: DESMIAU1753

Cell Site Name: WEST HIGH-LLW-IASC-Sioux City

Fixed Asset Number: 13169467

575 Morosgo Drive NE Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC

Attn: Legal Department Re: Cell Site # DESMIAU1753

Cell Site Name: WEST_HIGH-LLW-IASC - Sioux City

FA No: 13169467 208 S. Akard Street Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Lessors:

Woodbury County, Iowa Board of Supervisors

620 Douglas Street, Suite 104

Sioux City, Iowa 51101

Starcomm Public Safety Board

P.O. Box 447

Sioux City, Iowa 51102 ATTN: Glenn Sedivy

City of Sioux City, Iowa 405 Sixth Street

P.O. Box 447

Sioux City, Iowa 51102

ATTN: City Clerk

- 6. Other Terms and Conditions Remain. In the event of an inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.
- 7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, this Third Amendment is effective and entered into as of the date last written below.